

LAS MARIPOSAS TOWNHOUSE HOMEOWNERS ASSOCIATION

500 VALLEY PARK DRIVE, GARLAND, TX 75043

Office: (972) 278-8885 FAX: (972) 271-4004

lasmariposastownhouses@gmail.com

<https://www.facebook.com/groups/908477402632113/permalink/1118230838323434/>

REQUIREMENTS OF PROPERTY OWNERS for RENTAL PROPERTY

NOTE: The terms “renter,” “lessee,” “resident,” “occupant,” tenant,” “inhabitant,” and similar terms, both singular and plural, shall be construed to mean a person or persons, or entity or entities, that have an arrangement, or propose to make an arrangement (via a contract, lease or other written document) to exchange valuable consideration for the temporary use of a Las Mariposas Townhouse Homeowner Association member’s property. Such person(s) or entity(ies) is/are referred to here as “renter” or “renters.” Likewise the terms “rent,” “rent out,” “lease,” “lease out,” “let,” “sublet,” “sublease,” and similar terms, both singular and plural, shall also describe a rental arrangement between a homeowner and his renter.

I.

Some Las Mariposas homeowners may rent or lease out their property. The City of Garland Ordinances mandate that such property be issued a “Single Family Rental Permit” (which may also be called “Certificate of Registration”) each time the property is let, through a written application with the City, payment of a permit fee, and a subsequent inspection of the property by the City. **The Association requires that a copy of this Permit be provided to the Association Management (500 Valley Park Drive, Garland, TX 75043) no more than ten (10) days from the date the property is let (lease/contract effective date). Additionally, the owner of the property (or his/her property management firm, if applicable) must submit to the Association a completed Renter Information Form (including updated attestation page) also a valid background check (ie: DPS, Been Verified, Public Data) MUST accompany the Rental Form, for ALL occupants 17 and older, no more than ten (10) days from the date the property is let. Failure to submit the Renter Information Form and background checks as required, or if the form is incomplete, or if the attestation is not signed and dated, the property owner may be subject to a fine of \$75.00 for *each* month that a complete and correct form and background check is not received by the Association.** This information will be filed at the Association office and will not be made available for public viewing. The Association reserves the right to confirm information provided in the Renter Information Form and background check through any/all sources of public information. Possession of this information does NOT imply that the Association takes any responsibility whatsoever for a homeowner’s renter(s), nor for monitoring a renter’s activities, nor for providing physical security to protect a homeowner’s property. However, in the event that a representative of the Association observes unusual/suspicious/dangerous activity on a rental property, or receives plausible information of such activities from a third party, the homeowner will be notified of such.

II.

It is the homeowner’s duty to perform background checks and to screen rental applicants in advance for “registered sex offender” status or other felony information that may limit a potential renter’s freedom to lease the property due to City regulations governing this. However, for the Communities safety, and for the safety of the homeowner’s property, the Association

PROHIBITS individuals from renting out property in the community to those that have a felony background. The Association may, of its own device, run background checks periodically on individuals residing in a rental property. This in NO WAY replaces or excuses the homeowner's responsibility to perform background checks on any tenant/occupant of the age of 17 or older. Rental of Property shall be done on a long term basis (i.e. 1 year) to avoid what might be construed as a hotel operation by the Association rule.

III.

Rental property arrangements, contracts, leases, etc. shall be done on a long-term basis (i.e. longer than thirty (30) days, to avoid what may be construed as a hotel/motel operation, which is prohibited by Association Rules and Regulations. This restriction also applies to renting/leasing of a single bedroom within a residence such as an "Air BnB" type of arrangement, which is similar to a boarding house-type of arrangement.

IV.

It is the homeowner's responsibility and duty to ensure that his/her renter/tenant/occupants are aware of the Rules and Regulations of the Association and to require the renter's compliance therewith. The most current Rules and Regulations of the Association are available to homeowners and renters via the Association's Facebook page (link provided above). This is a "closed" page and requires that the user request access to the page and provide sufficient information to determine that the user has a valid relationship with the community to have access to the page approved. **The Association requires that you make the Rules and Regulations of the Association part of your rental agreement.** Normally, any violations determined against a rental property, or any fines assessed as a result of such violations, will be imposed upon, and be the responsibility of the homeowner, and not the renter or lessee. Should a homeowner wish to recoup the cost of any fines from the renter or lessee, it is the homeowner's sole responsibility to do so. Should a renter have any issues or requests that would normally be directed to the Association, they shall notify the homeowner, not the Association. If warranted, the homeowner may contact Association management thereafter about the issue/s. **The Board of Directors of the Association reserves the right to demand eviction of a renter and/or termination of a rental contract or agreement if multiple rule violations are noted.**

V.

All Las Mariposas residences have a lawn sprinkling system within the front yard of the residence, and this sprinkler system is also present in almost all commons areas of the community. The Association pays the cost of the water used to irrigate the front yards. **Therefore, it is a violation of the Rules and Regulations of the Association for anyone (renters/tenants, or any service vehicle operated by a third party) to drive or park any type of motor vehicle (moving trucks, pickup trucks, heavy equipment, etc.) on the front yard of any residence or on any commons area for any purpose.** *A homeowner will be fined an initial \$100.00 for their renter's violation (has this been established previously) and will receive a separate bill thereafter if the sprinkler system was damaged, or damage was done to the grass or other landscaping requiring re-sodding or other replacement.*

VI.

Renters are permitted to use the facilities of the Association, including the swimming pool, provided that Association dues/fines are current on the rental property, and a completed Rental for and background check have been received. To obtain facility passes, the renter is allowed to deal directly with the Association, and must provide proof of residency (i.e. lease, utility bill, along with a valid state driver license or identification card).

Owners of rental properties must notify the Association of any change in the property management company they utilize, or ownership of the rental/leased property, or if the "Certificate of Registration" becomes materially incorrect, or if a third party (sublease) becomes part of the owner-renter relationship. The Association may periodically review home ownership records through the Dallas County Appraisal District to ensure compliance with Association Rules & Regulations.

VII.

Property that is to remain vacant for any length of time must be maintained and secured as if it were occupied. Property owners must make arrangements for regular pick up of mail, newspapers, circulars or any other aspect that may cause the property to appear vacant. Blinds or appropriate window coverings must remain installed. Green trash bins and blue recycling bins must be stored in the backyard or against the garage or carport. **If the property is to remain vacant for thirty (30) days or longer, the property owner must notify the Association of this fact.** The property must also be regularly monitored for rodents and insects, and shall be winterized, if applicable, so that adjacent properties will not be damaged by potential water leaks or rodents. **Association dues/assessments are still due and payable even during months that the property may be vacant. Late fees will also accrue if payments are not received by the 20th of each month.** Every member of the Association (property owner) must pay dues/assessments each month. No concession or deviation is given for renter-occupied or owner-occupied residences. Failure to timely pay monthly dues/assessments will result in the addition of late fees, as applicable, and may result in liens being filed against the property with the possibility of foreclosure to enforce the liens against the property.

The Association reserves the right to enact and impose a Renter Fee and/or Move-in/Move-out Fee on owners of properties used for rental.

VIII.

These Requirements of Property Owners for Rental Properties constitute a further explanation of the existing Association Rules and Regulations as they may apply to rental properties. The main purpose of all Association Rules and Regulations is to ensure maintenance of property values, aesthetics, and safety for all residents of the Las Mariposas community.

Owners of rental properties in the Las Mariposas community are encouraged to contact the Association, via any of the means indicated in the letterhead with any questions they may have about these rental requirements or other matters related to the homeowners Association.

